Aarti A. Shah, Esq. (AS-0525) Wilson Harvey Browndorf, LLP 77 Water Street, 8<sup>th</sup> Floor New York, NY 10005 Tel: (917) 267-2381 Fax: (646) 513-3205 ashah@whbllp.com

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK DEGETVED

APR 2 3 2014

U.S.D.C. S.D. N.Y.

CASHIERS

JUNIORS PRODUCE INC.,

JUDGE WOOD Sintiff,

Attorneys for Plaintiff

v.

BIG TIME PRODUCE INC. and LOUIS SCHROEDER, individually and in his corporate capacity,

Defendants.

Case No.

CIVIL ACTION COMPLAINT

JUNIORS PRODUCE INC., for its complaint against the above captioned defendants, by and through its attorneys, Wilson Harvey Browndorf, LLP, alleges upon information and belief, and as against each of the Defendants BIG TIME PRODUCE INC. and LOUIS SCHROEDER, individually and in his corporate capacity, as follows:

#### JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to § 5(c)(5) of the Perishable Agricultural Commodities Act, 7 U.S.C. § 499e(c)(5) (hereinafter the "PACA"), and pursuant to 28 U.S.C. § 1331.

- 2. This Court has supplemental jurisdiction over Plaintiff's other claims arising under state law pursuant to 28 U.S.C. § 1367(a).
- 3. Venue in this District is based on 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the Plaintiffs' claims occurred in this District and a substantial part of the property that is the subject of this action is situated in this District.

#### THE PARTIES

- 4. At all relevant times, Plaintiff JUNIORS PRODUCE INC. (hereinafter referred to as "Plaintiff") was and is a New York corporation with a principal place of business located at 438-439 Row D, NYC Terminal Market, Bronx NY 10474.
- 5. Plaintiff was and is engaged in the business of selling wholesale quantities of perishable agricultural commodities ("Produce") in interstate commerce, and was and is a licensed dealer under the PACA (License No. 19940452, annexed hereto as **Exhibit "A"**).
- 6. Upon information and belief, at all relevant times, Defendant BIG TIME PRODUCE INC. (hereinafter referred to as "BIG TIME"), was and is a New York corporation with a principal place of business located at 1361 Forest Avenue, Staten Island, NY 10302; and was at all relevant times engaged in the business of buying and selling produce pursuant to the PACA.
- 7. Upon information and belief, at all relevant times, Defendant LOUIS SCHROEDER (hereinafter referred to as "SCHROEDER") was and/or is a principal, officer and controller of BIG TIME, and was and/or is a person in control of, and responsible for, the disposition of BIG TIME's assets, including its PACA trust assets.
- 8. BIG TIME and SCHROEDER are collectively referred to herein as the "Defendants".

#### ALLEGATIONS COMMON TO ALL COUNTS

- 9. This action is brought to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5(c) of the PACA, 7 U.S.C. § 499a, et seq.
- 10. Between June 28, 2012 and July 13, 2012, Plaintiff sold and delivered, in interstate commerce, wholesale amounts of Produce worth \$38,238.00 to Defendants, which accepted same (the "Accepted Produce") and agreed to pay Plaintiff the principal amount pursuant to the parties' contract.
- 11. The invoices were duly received by the Defendants herein without challenge, complaint, offset, rejection or objection.
- 12. At the time Defendants received and accepted the Accepted Produce, Plaintiff became a beneficiary in a floating, non-segregated statutory trust ("PACA Trust") designed to assure payment to produce suppliers.
- 13. The PACA Trust consists of inventories of Produce, food or products derived from Produce ("Products"), accounts receivable, proceeds of the sale of Produce or Products ("Proceeds"), and assets commingled with, purchased with or otherwise acquired with Proceeds in the possession or control of Defendants. Assets subject to the PACA Trust are hereinafter referred to as "PACA Trust Assets".
- 14. Plaintiff timely preserved its interest in the PACA Trust in the principal amount of \$38,238.00 by delivering to Defendants invoices containing the requisite statutory language pursuant to 7 U.S.C. § 499e(c)(4). Copies of the Invoices are attached hereto as Exhibit "B".
- 15. Plaintiff is a beneficiary thereof until full payment is made for the Accepted Produce.

- 16. Defendants have failed and refused to pay Plaintiff any portion of the \$38,238.00 principal due and owing for the Accepted Produce, despite Plaintiff's repeated demands, and presently owe Plaintiff \$38,238.00, plus interest from the date each invoice became due and payable, costs and attorneys' fees.
- 17. The aforesaid invoices indicated a total balance due and owing of \$38,238.00, that by reason of the foregoing, Plaintiff is entitled to judgment against the Defendants on the basis of an account stated in the sum of \$38,238.00.
- 18. Defendants have not disputed the total balance due and owing and have tendered multiple checks to Plaintiff which were returned due to insufficient funds.
- 19. Defendants' failure, inability and refusal to pay Plaintiff, as well as their bounced checks, indicate that Defendants collectively have failed to maintain sufficient assets in the statutory trust to pay the Plaintiff and have dissipated and continue to dissipate PACA Trust Assets.
- 20. Defendants have therefore violated their statutory, regulatory and contractual duties to preserve and turnover the PACA Trust Assets belonging to Plaintiff.

#### **CLAIMS FOR RELIEF**

#### **COUNT I**

## AGAINST ALL DEFENDANTS FAILURE TO MAINTAIN PACA TRUST / DISGORGEMENET OF PACA TRUST ASSETS

7 U.S.C. §§ 499e(c)(2), 499e(c)(4)

21. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 20 of this Complaint as if fully set forth herein.

- Pursuant to the trust provisions of PACA, 7 U.S.C. §499e(c)(2), and the Code of Federal Regulations promulgated thereunder, upon receipt of said commodities, a statutory trust arose in favor of Plaintiff as to all commodities received by Defendant BIG TIME, all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment is made for said commodities by Defendant BIG TIME to Plaintiff.
- 23. Defendant BIG TIME has failed and refused to pay for the commodities it ordered, received and accepted from Plaintiff, despite due demand.
- 24. On each of the outstanding invoices sent by Plaintiff to Defendant BIG TIME, Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust [7 U.S.C. §499e(c)(4)], plus interest and attorneys' fees. *See*, copies of Invoices as **Exhibit** "B".
- 25. Plaintiff is an unpaid creditor, supplier and seller of perishable agricultural commodities as those terms are defined under the PACA.
- 26. Upon information and belief, Defendant BIG TIME has dissipated and is continuing to dissipate the *corpus* of the statutory trust which arose in favor of Plaintiff and grew upon each delivery to Defendant BIG TIME of Produce.
- 27. The failure of Defendant BIG TIME to hold in trust for the benefit of Plaintiff such PACA Trust Assets until full payment of the sums owing to Plaintiff, and/or by dissipating the PACA Trust Assets, constitute violations of PACA and PACA Regulations [7 C.F.R. §46.46], and are unlawful.

As a direct and proximate result of Defendants' failure to maintain and protect the PACA Trust Assets from dissipation, Plaintiff has suffered damages in the principal amount of \$38,238.00, plus interest from the date each invoice became due and payable, costs and attorneys' fees.

# COUNT II AGAINST ALL DEFENDANTS FAILURE TO PAY PROMPTLY 7 U.S. C. § 4996

- 29. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 28 of this Complaint as if fully set forth herein.
- 30. Defendant BIG TIME has failed and refuses to pay Plaintiff \$38,238.00 from the PACA

  Trust, which sum is unpaid and overdue to Plaintiff for the Accepted Produce.
- 31. The failure of Defendant BIG TIME to make said payments to Plaintiff from the PACA Trust is a violation of 7 U.S.C. § 499b and the PACA Regulations.
- 32. As a direct and proximate result of Defendant BIG TIME's breach of its fiduciary duty as trustee of the PACA Trust, Plaintiff has suffered damages in the principal amount of \$38,238.00, plus interest from the date each invoice became due and payable, costs and attorneys' fees.

#### **COUNT III**

#### AGAINST BIG TIME PRODUCE INC.

#### **BREACH OF CONTRACT / ACTION ON ACCOUNT**

33. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 32 of this Complaint as if fully set forth herein.

- 34. As described in ¶ 10, Plaintiff entered into contracts with Defendants for the purchase and sale of Produce.
- 35. Plaintiff compiled with all terms of the contracts.
- 36. Pursuant to the payment terms between the parties, Defendant BIG TIME is in default to Plaintiff on all amounts unpaid and outstanding.
- 37. As a direct and proximate result of Defendants' breach of contract, Plaintiff has incurred damages in the amount of \$38,238.00, plus interest from the date each invoice became due and payable, costs and attorneys' fees.

#### **COUNT IV**

#### AGAINST ALL DEFENDANTS

#### BREACH OF FIDUCIARY DUTY / NON-DISCHARGEABILITY

7 U.S.C. § 499b(4), 11 U.S.C. § 523(a)

- 38. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 37 of this Complaint as if fully set forth herein.
- 39. Upon information and belief, at all relevant times, SCHROEDER managed, controlled and directed the credit purchase of Produce from Plaintiff and the PACA Trust Assets on behalf of BIG TIME.
- 40. SCHROEDER, in a position to control the PACA Trust Assets held by BIG TIME, was and is at all relevant times the statutory trustee of the PACA Trust Assets held by Defendants for the benefit of Plaintiff.
- 41. As a trustee, SCHROEDER was and is required to maintain the PACA Trust Assets in a manner that ensured that they would be readily available to satisfy Defendants' outstanding debt to Plaintiff.

- 42. Upon information and belief, Defendants received, in the regular course of business, funds subject to the PACA Trust which were not used for the payment of the outstanding invoices for Plaintiff.
- 43. Upon information and belief, Defendants, in breach of their fiduciary obligations arising under PACA, directed the disbursement of trust funds for purposes other than making full and prompt payment to Plaintiff as required by PACA, 7 U.S.C. § 499b(4), thereby heightening liability herein to a state of non-dischargeability pursuant to 11 U.S.C. § 523(a).
- 44. SCHROEDER breached his fiduciary duty by failing to maintain the PACA Trust Assets in a manner so as to ensure payment to Plaintiff, by dissipating the PACA Trust Assets, and by failing to account for the PACA Trust Assets.
- 45. As a direct and proximate result of the breaches of fiduciary duty by Defendants, Plaintiff has incurred damages in the amount of \$38,238.00, plus interest from the date each invoice became due and payable, costs and attorneys' fees.

#### **COUNT V**

## AGAINST LOUIS SCHROEDER, individually and in his corporate capacity <u>UNLAWFUL DISSIPATION OF TRUST ASSETS BY A CORPORATE OFFICIAL</u>

- 46. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 45 of this Complaint as if fully set forth herein.
- 47. At all relevant times, Defendant SCHROEDER was in a position of control over the PACA Trust funds.
- 48. Defendant SCHROEDER is personally responsible to pay all sums due and owing from the sales of the Accepted Produce to Plaintiff.

- 49. Defendant LOUIS SCHROEDER did not pay Plaintiff's claim with the proceeds from the sales of the Produce.
- 50. Defendant SCHROEDER caused Defendant BIG TIME to violate its statutory duties to preserve PACA Trust Assets belonging to Plaintiff and to pay Plaintiff for the Accepted Produce.
- 51. Upon information and belief, Defendant LOUIS SCHROEDER unlawfully dissipated PACA Trust Assets belonging to Plaintiff.
- 52. Furthermore, on July 5, 2012 Defendant SCHROEDER remitted check #234 in the amount of \$14,449.00; on July 13, 2012, then remitted check #257 in the amount of \$12.826.00; and finally on July 16, 2012, check # 270 was remitted in the amount of \$10,963.00. All of the foregoing checks were made payable to Plaintiff and all were returned upon deposit with Non-Sufficient Funds, "NSF". Copies of the NSF checks are attached hereto as **Exhibit "C"**.
- 53. Defendant has deliberately refused and continues to refuse to remit payment in full to the Plaintiff for the Accepted Produce.
- As a direct and proximate result of SCHROEDER'S unlawful dissipation of PACA Trust Assets, Plaintiff has incurred damages in the amount of \$38,238.00, plus interest from the date each invoice became due and payable, costs and attorneys' fees, less any monies Plaintiff receives from the PACA Trust Assets.

#### **COUNT VII**

#### AGAINST ALL DEFENDANTS

#### **INTEREST AND ATTORNEYS' FEES**

- 55. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 54 of this Complaint as if fully set forth herein.
- PACA and the Invoices entitle Plaintiff to recover interest and attorneys' fees in the event that Defendants violate their obligations under PACA and the Invoices by failing to pay Plaintiff for the Accepted Produce.
- 57. As a result of Defendants' continuing failure and refusal to pay Plaintiff the principal amount of \$38,238.00 due and owing for the Accepted Produce, Plaintiff has lost use of said monies.
- As a further result of Defendants' continuing failure and refusal to pay Plaintiff the principal amount of \$38,238.00 due and owing for the Accepted Produce, Plaintiff has been required to pay attorneys' fees and costs in order to bring this action to require Defendants to comply with their statutory duties.
- 59. PACA and the Invoices entitle Plaintiff to recover interest and attorneys' fees incurred to collect the balance due from Defendants.

#### COUNT VIII

#### AGAINST ALL DEFENDANTS

#### CREATION OF COMMON FUND

60. Plaintiff repeats and reasserts each and every allegation contained in ¶¶ 1 through 59 of this Complaint as if fully set forth herein.

Plaintiff is commencing this lawsuit on behalf of itself and other similarly situated PACA trust creditors, and any and all monies recovered from Defendants and other third parties will be distributed on a pro-rata basis among Plaintiff and all perfected PACA trust creditors properly joined as parties to this lawsuit.

WHEREFORE, Plaintiff Juniors Produce Inc. respectfully requests that this Court enter an Order:

- A. Granting a non-dischargeable judgment in favor of Plaintiff and against Defendants Big

  Time Produce Inc. and Louis Schroeder, jointly and severally, in the principal amount of

  \$38,238.00, plus interest from the date each invoice became due and payable to Plaintiff
  until fully paid, costs, and attorneys' fees;
- B. Declaring and directing Defendants Big Time Produce Inc. and Louis Schroeder to establish and/or preserve a trust fund consisting of funds sufficient to pay Plaintiff's principal trust claim in the amount of \$38,238.00, plus interest from the date each invoice became due and payable to Plaintiff until fully paid;
- C. Enjoining, until the entry of the relief herein requested and compliance therewith, Defendants Big Time Produce Inc. and Louis Schroeder, and their agents, employees and representatives from in any way, directly or indirectly, transferring, assigning or otherwise disposing of the above-described trust fund, or any interest therein, in whole or in part, absolutely or as security;
- D. Declaring and directing Defendants Big Time Produce Inc. and Louis Schroeder to assign, transfer, deliver and turn over to Plaintiff as much of the above-described trust

fund as is necessary to fully compensate Plaintiff for the damages it has suffered and continues to suffer;

- E. Granting Plaintiff reasonable costs and expenses, including interest from the date each invoice became due and payable to Plaintiff until fully paid, and attorneys' fees; and
- F. Such other and further relief, whether in law or in equity, as this Court may deem just and proper.

Dated: New York, New York April 23, 2014

Respectfully submitted,

By:

Aarti A. Shah, Esq. (AS-0525) Wilson Harvey Browndorf, LLP

77 Water Street, 8th Floor New York, NY 10005

Tel: (917) 267-2381 Fax: (646) 513-3205 ashah@whbllp.com Attorneys for Plaintiff

EXHIBIT "A"



#### Fruit and Vegetable Programs

#### Search PACA

<u>License No.</u>

**Date Issued** 

**Anniversary Date** 

<u>Status</u>

19940452

12/21/1993

12/21/2014

Active

**Business Name** 

JUNIORS PRODUCE INC

**Business Address** 

438-439 ROW D NYC TERMINAL MKT

City

State Zip

**BRONX** 

NY 104740000

Web Address

**Email** 

**Phone** 

Fax

718 991-7300

718 991-0989

**Mailing Address** 

**City** 

State Zip

#### Reported Principal (Last Name, First Name)

AUGONE JR, LOUIS

Trade Names None

#### Branch Name, Branch City, Branch State None

To connect with the PACA National License Center, Apply for a PACA License, or check on the status of a firmâc™s license, please contact us at:

1 (800) 495-7222, then Option #1 or email us at PACALicense@ams.usda.gov

To connect with our Good Delivery Hotline, or if you have any Good Delivery inquiries or contract-related issues, please contactus at:

1 (800) 495-7222, then Option #2

To connect with our PACA Manassas, VA Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #3 or email us at PACAManassas@ams.usda.gov

To connect with our PACA Fort Worth, TX Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #4 or email us at PACAFtWorth@ams.usda.gov

To connect with our PACA Tucson, AZ Regional Office about the status of a complaint or to ask a general PACA question, pleasecontact us at:

1 (800) 495-7222, then Option #5 or email us at PACATucson@ams.usda.gov

EXHIBIT "B"

## 438-439 Row D **NYC Terminal Market** Bronx, NY 10474

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DATE	INVOICE#
6/28/2012	18929

	BILL TO
1	ig Time Produce 361 Forest Ave Laten Island, NY 10302

P.O. NO.	TERMS	SHIP DATE
		7/24/2012

ΩΤΥ	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
80	Fruit	peach	10.00	800.00
	Fruit	strawberry	8.00	864.00
	1 ' '	white cherry	13.00	1,040.00
	Vegetable	10lbs onion	2.50	375.00
	Vegetable	florida ayacado	11.50	345.00
	Fruit	altufo mango	7.00	1,344.00
	Fruit	113sz navel	16.00	320.00
	Fruit	lemon	26.00	130.00
	Fruit	lime	16.00	160.00
	Fruit	mex mango	6.00	1,014.00
37		nectarine	22.00	814.00
i	Vegetable	aloc	13.00	13.00
3	Fruit	red delicious apple	33.00	99.00
10		hass	33.00	330.00 510.00
	Fruit	banana	17.00	260.00
	Fruit	blueberry	13.00	160.00
	Fruit	18sz grapefruit	16.00	240.00
	Fruit	cantaloupe	12.00	110,00
10	1	honeydew	11.00	120.00
10	Fruit	pineapple	12.00	80.00
5	Vegetable	cauliflower	16.00	42.00
3	Vegetable	basil	14.00 12.00	60.00
5	Vegetable	jalipeno	17.00	425.00
25	Vegetable	red pepper	17.00	17.00
	Fruit	green plantain	23.00	69.00
3	Fruit	yellow plantain	14.00	280.00
20	Vegetable	5lbs idaho	18.00	54.00
3	Vegetable	loose idaho	23.00	69.00
3	Vegetable	red a potatoe	12.00	36.00
3	Vegetable	scallion	12.00	20.00

**Total** 

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

#### 438-439 Row D NYC Terminal Market Bronx, NY 10474

## Invoice

DATE	INVOICE#		
6/28/2012	18929		

	BILL TO
	Big Time Produce 1361 Forest Ave Staten Island, NY 10302
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100000000000000000000000000000000000000	P.O. NO.	TERMS	SHIP DATE
			7/24/2012

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
1	Vegetable	bunch beet	14.00	14.00
2	Vegetable	loose beet	12.00	24.00
10	Vegetable	brocoli	23.00	230.00
5	Vegetable	cabbage	11.00	55.00
3	Vegetable	red cabbage	11.00	33.00
5	Vegetable	cello carrot	16.00	80.00
2	Vegetable	baby carrot	24.00	48.00
5	Vegetable	celery	20.00	100.00
3	Vegetable	cilantro	11.00	33.00
10	Vegetable	corn	18.00	180.00
10	Vegetable	cuke	12.00	120.00
15	Vegetable	eggplant	7.00	105.00
1	Vegetable	11bs peeled garlic	33.00	33.00
15	Vegetable	lettuce	15.00	225.00
10		romaine	9.00	90.00
10	Vegetable	mushroom	10.00	100.00
3	Vegetable	spanish	14.00	42.00
2	Vegetable	white onion	18.00	36.00
20		green pepper	18.00	360.00
10	Fruit	apricot	35.00	350.00
2	Fruit	green banana	16.00	32.00
2	Fruit	black berry	28.00	56.00
2	Vegetable	yellow yame	51.00	102.00
2	Fruit	tomatillo	23.00	46.00
2	Vegetable	nsparagus	32.00	64.00
1	Vegetable	bok choy	16.00	16.00
2	Vegetable	brocoli rabe	37.00	74.00
1	Vegetable	loose sprout	34.00	34.00
10	Vegetable	cello spinach	10.00	100.00
15	Vegetable	green squash	10.00	150.00

**Total** 

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

## 438-439 Row D **NYC Terminal Market** Bronx, NY 10474

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DATE	INVOICE#			
6/28/2012	18929			

-		
	BILL TO	
13	ig Time Produce 161 Forest Ave aten Island, NY 10302	

P.O. NO.	TERMS	SHIP DATE
		7/24/2012

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
16	Fruit	plum tomatoe	17.00	272.00
2	Fruit	gala apple	60.00	120.00
2	Vegetable	yellow pepper	25.00	50.00
20	Vegetable	5lbs eastern	14.00	280.00
3		bunch spinach	17.00	51.00
1	Vegetable	yellow squash	16.00	16.00
1	Vegetable	swiss chard	13.00	13.00
1	Vegetable	savoy cabbage	14.00	14.00
1	Vegetable	chickory	14.00	14.00
3	Vegetable	collard green	8.00	24.00
5	Vegetable	seedless cuke	10.00	50.00
-1	Vegetable	dandelion	12.00	12.00
2	Vegetable	escarole	12.00	24.00
2	Vegetable	kale	12.00	24.00
2	Vegetable	portabello	8.00	16.00
5	Vegetable	baby portabello	13.00	65.00
3	Vegetable	okra	14.00	42.00
100	Vegetable	10lbs onion	2.50	250.00
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		•		
			Total	\$14,449.00

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

## 438-439 Row D NYC Terminal Market Bronx, NY 10474

## Invoice

	DATE	INVOICE#
-	7/9/2012	18928

BILL TO	+
Big Time Produce 1361 Forest Ave Staten Island, NY 10302	The same of the sa

P.O. NO.	TERMS	SHIP DATE
4		7/19/2012

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
5	Vegetable	brocoli	16.00	80.00
1	Vegetable	loose beet	12.00	12.00
5	Vegetable	cabbage	11.00	55.00
3	Vegetable	cello carrot	17.00	51.00
2	Vegetable	baby carrot	24.00	48.00
3	Vegetable	celery	17.00	51.00
5	Vegetable	cilantro	26.00	130.00
15	Vegetable	corn	13.00	195.00
10		cuke	14.00	140.00
10	Vegetable	eggplant	9.00	90.00
2	Vegetable	ginger	12.00	24.00
2	Vegetable	sleeve garlic	37.00	74.00
15	Vegetable	lettuce	22.00	330.00
10	Vegetable	2lbs yellow onion	18.00	180.00
10	Vegetable	spanish onion	17.00	170.00
10	Vegetable	25lbs loose red onion	15.00	150.00
10	Vegetable	suntan pepper	11.00	110.00
10	Vegetable	lettuce	16,00	160.00
25	Vegetable	red pepper	22.00	550.00
5		yellow plantain	23.00	115.00
10	Vegetable	5lbs idalio	13.00	130.00
2	1	red a polatoe	17.00	34.00
4	Vegetable	white a potatoe	17.00	68.00
1.0		cello spinach	10.00	100.00
5	4 - 4	green squash	8.00	40.00
25	1	5x6 tomatoe	14.00	350.00
2	1 "	granny smith apple	30.00	60.00
5	( )	florida avacado	9.00	45.00
2.5	ļ.	banana	17.00	425.00
10	Fruit	blueberry	21.00	210.00

**Total** 

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

#### 438-439 Row D NYC Terminal Market Bronx, NY 10474

## Invoice

 DATE	INVOICE#
7/9/2012	18928

BILL TO	
Big Time Produce	
1361 Forest Ave	
Staten Island, NY 10302	and the state of t
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P.O. NO.	TERMS	SHIP DATE	
and all designs a proper management and recovering the state of the st		7/19/2012	

· ·	QTY	ITEM	DESCRIPTIO	N	PRICE EACH	AMOUNT
-	4	Fruit	raspberry		11.00	44.00
	20	Fruit	red seedless		16.00	320.00
1	20	Fruit	green seedless		12.00	240.00
	10	Fruit	black seedless		18.00	180.00
	2	Fruit	kiwi		12.00	24.00
		Fruit	lemon		24.00	120.00
1	5	Fruit	lime		18.00	90.00
	10	Fruit	nectarine		8.00	80.00
1	5	Fruit	56sz navel		18.00	90.00
1	2	Fruit	anjou pear		36.00	72.00
	2	Vegetable	yuca		16.00	32.00
1	2	Vegetable	asparagrass		29.00	58.00
	1	Vegetable	savoy cabbage		12.00	12.00
	1	Vegetable	coconut		29.00	29.00
	3	Vegetable	collard green		14.00	42.00
1	1	Vegetable	bunch beet		14.00	14.00
	3	Vegetable	seedless cuke		10.00	30.00
	2	Vegetable	escarole		12.00	24,00
1	2	Vegetable	kale		14.00	28.00
-	2	Vegetable	red leaf		20.00	40.00
-		Vegetable	romaine		23.00	115.00
i	5	Vegetable	romaine heart		24.00	120.00
1	1	Vegetable	parsnip		14.00	14.00
	5	Vegetable	jalipeno	* - +	18.00	90.00
1	2	Vegetable	pablano pepper		18.00	36.00
	10		5lbs eastern		14.00	140.00
1	2	Vegetable	bunch spinach		20.00	40.00
-	. 2	Vegetable	baby spinach		18.00	36.00
	1	Vegetable	butternut squash		21.00	21.00
1	2	1	yellow squash		12.00	24.00
ļ	<u> </u>	V CECIMOTO	7			<u> </u>

**Total** 

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

#### 438-439 Row D NYC Terminal Market Bronx, NY 10474

## Invoice

DATE	INVOICE#	
7/9/2012	18928	

BILL TO
rig Time Produce 361 Forest Ave taten Island, NY 10302

P.O. NO.	TERMS	SHIP DATE
		7/19/2012

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
5	Vegetable	mesculin salad	8.00	40.00
. 2	Vegetable	baby arugula	14.00	28.00
5	Fruit	apricot	29.00	145.00
3	Fruit	white nect	25.00	75.00
2	Fruit	tomatillo	25.00	50.00
2	Vegetable	yautia	48.00	96.00
2	Vegetable	napali	16.00	32.00
96		green seedless	12.00	1,152.00
75	Fruit	24lbs cherry	24.00	1,800.00
2	Vegetable	brocoli	16.00	32.00
	Vegetable	green squash	8.00	40.00
J	Vegetable	sleeve garlic	34.00	34.00
3	Vegetable	korean yam	22.00	66.00
2	Vegetable	chayote	13.00	26.00
10	Vegetable	2lbs yellow onion	16.00	160.00
20		kopia sutton	12.00	240.00
20		5x6 tomatoe	14.00	280.00
20 50	ì	strawberry	6.00	300.00
2	1	loose beet	12.00	24.00
. 4	Vegetable	white turnip	12.00	12.00
1		banana	16.00	320.00
20	1 '		12.00	120.00
10	1	pineapple	21.00	210.00
10 5	1 '	blueherry apricot	24.00	120.00
2	1	grey squash	25.00	125.00
2	Vegetable	leeck	15.00	45.00
3	Vegetable	plain parsiey	25.00	50.00
2	{ · · · •••	jamaican hot pepper	30.00	150.00
	Vegetable	long hot	25.00	50.00
2	1 -6		55.00	55.00
l	Vegetable	yellow yame		1
			Total	

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full pavement received.

## Juniors Produce 438-439 Row D NYC Terminal Market Bronx, NY 10474

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4		1		u	١,	V	, C

DATE	INVOICE#
7/9/2012	18928

BILL TO	the constitution of the co
Big Time Produce	
1361 Forest Ave Staten Island, NY 10302	The state of the s
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And the second s	

P.O. NO.	TERMS	SHIP DATE
		7/19/2012

QTY ITEM	DESCRIPTION	PRICE EACH	AMOUNT
l Vegetable	bag shallot	9,00	9.00
3 Vegetable	persian cuke	17.00	51.00
2 Vegetable	brocoli rabe	37.00 15.00	74.00 15.00
1 Vegetable	swiss chard	18.00	36.00
2 Fruit 2 Fruit	green plantaîn green banana	16.00	32.00
2 Vegetable	portobello	9.00	18.00
1 Vegetable	dill	27.00	27,00
5 Vegetable	romaine hearts	22.00	110.00
1 Vegetable	loose sprout	40.00 17.00	40.00 85.00
5 Vegetable 10 Fruit	okra pluot plum	7.00	70.00
10 Han	proception.		
		. :	
1	er van 1820 de de 1820	Total	\$12,826.00

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

## 438-439 Row D **NYC Terminal Market** Bronx, NY 10474

## Invoice

DATE	INVOICE#		
7/13/2012	19210		

	7
BILL TO	
 Big Time Produce 1361 Forest Ave Staten Island, NY 10302	Å

P.O. NO.	TERMS	SHIP DATE
		7/13/2012

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
2	Vegetable	ginger	12.00	24.00
3	Vegetable	beans	22.00	66.00
1	Vegetable	loose beet	13.00	13.00
3	Vegetable	hroccoli	16.00	48.00
3	Vegetable	cello carrot	16.00	48.00
2	Vegetable	baby carrot	24.00	48.00
ī	Vegetable	loose carrot	24.00	24.00
5	Vegetable	celery	28.00	140.00
2	Vegetable	cilantro	25.00	50.00
5	Vegetable	corn	12.00	60.00
5	Vegetable	cuke	16.00	80.00
			122.2	m 4 mm
2	Vegetable	sleeve garlic	37.00	74.00
2	Vegetable	11bs peeled garlic	37.00	74.00
1	Vegetable	5lbs peeled garlic	33.00	33.00
20	Vegetable	lettuce	21.00	420.00
5	Vegetable	romaine	18.00	90.00
10	Vegetable	cello mushroom	10.00	100.00
10	Vegetable	2lb yellow onion	17.00	170.00
10	Vegetable	251bs loose red onion	15.00	150.00
5	Vegetable	spanish onion	16.00	80.00
2	Vegetable	white onion	18.00	36.00
10		green pepper	14.00	140.00
5	Vegetable	cubanelle pepper	12.00	60.00
5	Fruit	yellow plantain	22.00	110.00
2	Fruit	green plantain	18.00	36.00
	Vegetable	5lbs idalio	13.00	130.00
2	Vegetable	red a potatoe	17.00	34.00
2		white a potatoe	17.00	34.00
	E		Total	

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full pavement received.

## 438-439 Row D NYC Terminal Market Bronx, NY 10474

## Invoice

DATE	INVOICE#
7/13/2012	19210

	BILL TO
-	Big Time Produce 1361 Forest Ave Staten Island, NY 10302

P.O. NO.	TERMS	SHIP DATE
		7/13/2012

**Total** 

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
3	Vegetable	scallion	13.00	39.00
5	Vegetable	cello spinach	10.00	50.00
2	Vegetable	yellow squash	6.00	12.00
25		5x6 tomatoe	13.00	325.00
50	Fruit	stem fomatoe	6.00	300.00
2	Fruit	golden apple	34.00	68.00
2	Fruit	granny smith apple	30.00	60.00
5	Fruit	red delicious apple	30.00	150.00
5	Fruit	apricot	14.00	70.00 90.00
10	Fruit	florida avacado	9.00	420.00
30	Fruit	loose banana	14.00	420.00 210.00
10	1 '	blucherries	21.00 10.00	100.00
10	i	raspherry	6.00	300.00
	Fruit	strawberry	12.00	120.00
4	Vegetable	cauliflower	17.00	170.00
	Fruit	black seedless	13.00	130.00
	Fruit	red seedless	21.00	105.00
5	Fruit	56sz grapefruit	24.00	120,00
5	Fruit	140sz lemon	18.00	90.00
-5	Fruit	200sz lime	5.50	275.00
50	Fruit	mango	2.50	375.00 375.00
	Vegetable	10lbs onion	12.00	120.00
10		nectarine	12.00	24.00
2	Fruit	white nectarine	16.00	240.00
15	<b>}</b>	plum	12.00	120.00
10	1	7sz pine	25.00	25.00
I I	Vegetable	bok choy	30.00	30.00
1	Vegetable	coconut	12.00	36.00
3	Vegetable	seedless cuke	13.00	26.00
2	Vegetable	kale	15.00	1

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full pavement received.

## 438-439 Row D **NYC Terminal Market** Bronx, NY 10474

## Invoice

DATE	INVOICE#
7/13/2012	19210

٠. ا	BILL TO
	Big Time Produce 1361 Forest Ave Staten Island, NY 10302

P.O. NO.	TERMS	SHIP DATE
		7/13/2012

QTY ITEM	DESCRIPTION	PRICE EACH	AMOUNT
1 Vegetable	leek	17.00	17.00
2 Vegetable	romaine heart	22.00	44.00
1 Vegetable	mint	14.00	14.00
l Vegetable	portobello	10.00	10,00
2 Vegetable	yellow pepper	20.00	40.00
10 Vegetable	5lbs eastern	13.50	135.00
1 Vegetable	loose radish	14.00	14.00
1 Vegetable	rosemary	14.00	14.00
2 Vegetable	bunch spinach	24.00	48.00
1 Vegetable	thyme	14.00	14.00
2 Fruit	gala apple	57.00	114.00
2 Fruit	fuii	50.00	100.00
3 Fruit	green banana	17.00	51.00
2 Fruit	white peach	22.00	44.00
3 Fruit	bose pear	40.00	120.00
1 Fruit	tomatillo	24.00	24,00
26 Fruit	bag red delicious apple	20.00	520.00
10 Fruit	48sz navel	18.00	180.00
5 Fruit	рарауа	26.00	130.00
2 Fruit	fig	14.00	28.00
65 Fruit	apricot	12.00	780.00
5 Vegetable	lettuce	21.00	105.00
10 Vegetable	5lb idaho	13.00	130.00
10 Vegetable	5lb eastern	13.50	135.00
10 Vegetable	40sz hass	31.00	310.0
120 Fruit	fuyu perssimon	6.00	720.00
10 Fruit	black seedless	17.00	170.0
20 Fruit	cantaloupe	11.00	220.0
10 Fruit	48sz navel	16.00	160.0
10 1 1011			
		Total	\$10,963.00

The Perishable Agriculture Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable Agricultural commodities act, 1930 (7U.S.C.499(E)(C). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceed from the sale of these commodities intil full payement received.

EXHIBIT "C"

URE BAMK

565 Fifth Avenue, New York, NY 10017 646-822-1500

153 JUNIORS PRODUCE INC 438 439 NYC TEMINAL MARKET 10474 BRONX NY

-- Fold Here -----

Account: 1500718087

Date: Monday, July 16, 2012

WE CHARGE YOUR ACCOUNT WITH THE FOLLOWING ITEMS RETURNED UNPAID

MAKER

REASON

AMOUNT

BIG TIME PRODUCE

NSF

\$14,449.00

Number of Items: 1

Total Amount debited from your account:

Fees Charged: \$0.00

\$14,449.00

If you have any questions concerning this notification, please contact your financial center.

07/16/2012 6220619520

This is a LEGAL COPY of your check. You can use it the same way you would use the original check

> RETURN REASON (A) NSF

07/05/2012 **BIG TIME PRODUCE 11952444450000000** E0260135761

440210000210

234

Signature SIGNATURE BANK

565 Fifth Avenue, New York, NY 10017 646-822-1500

JUNIORS PRODUCE INC 438 439 NYC TEMINAL MARKET BRONX NY 10474

--- Fold Here -

Account: 15:00718087

Date: Wednesday, July 18, 2012

WE CHARGE YOUR ACCOUNT WITH THE FOLLOWING ITEMS RETURNED UNPAID

MAKER

**BIG TIME PRODUCE** 

REASON

**AMOUNT** 

NSF

\$12,826.00

Number of Items: 1 Total Amount debited from your account:

\$12,826.00

Fees Charged: \$0.00

If you have any questions concerning this notification, please contact your financial center.

\*026013576\* 0?/18/2012 6220687120

This is a LEGAL COPY of your check. You can use it the same way you would use the original check

RI TUITN REASON (A) NSF 000000247129230 COSKO135761 07/13/2012

440 2 10000 2 14

738 26 56 5 1 1 0 2 5 7 4 0 0 0 1 28 26 0 0 4

URE BANK

565 Fifth Avenue, New York, NY 10017 646-822-1500

153 JUNIORS PRODUCE INC 438 439 NYC TEMINAL MARKET 10474 **BRONX NY** 

------ Fold Here -

Account: 1500718087

Date :Friday, July 20, 2012

WE CHARGE YOUR ACCOUNT, WITH THE FOLLOWING ITEMS RETURNED UNPAID

MAKER

REASON

**AMOUNT** 

BIG TIME PRODUCE

NSF

\$10,963.00

Number of Items: 1

Total Amount debited from your account:

\$10,963.00

Fees Charged: \$0.00

If you have any questions concerning this notification, please contact your financial center.

\*D25013576# 2402/05/70 6220737480

This is a LEGAL COPY of your check. You can use it the same way you would use the original

> RESIDENT REASON (A) NSF

NSF 07/17/2012 270 000000047774170 BIG TIME PRODUCE 1361 FOREST AVE. 718-442-5233 STATEN ISLAND, NY 10302-2001 E0250135761 - 7382656

T00 [7]

JUNIORS

04/08/5014 08:28 FAX 17189910989